

File No. 150213

Committee Item No. 2

Board Item No. 9

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date April 8, 2015

Board of Supervisors Meeting

Date April 14, 2015

### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
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### OTHER

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Completed by: Linda Wong

Date April 3, 2015

Completed by: L.W.

Date April 9, 2015

1 [International Terminal Equipment Maintenance and Operating Agreement Modification - San  
2 Francisco Terminal Equipment Company, LLC - Not to Exceed \$21,000,000]

3 **Resolution approving Modification No. 1 to International Terminal Equipment**  
4 **Maintenance and Operating Agreement between San Francisco Terminal Equipment**  
5 **Company, LLC, and the City and County of San Francisco, acting by and through its**  
6 **Airport Commission, to increase vendor services funding by \$3,000,000 to support the**  
7 **Patron and Document Verification Services, for a new total not-to-exceed amount of**  
8 **\$21,000,000 for the Agreement term expiring June 30, 2021.**

9  
10 WHEREAS, The City and County of San Francisco, acting by and through its Airport  
11 Commission ("City"), owns certain equipment and systems ("Equipment") for the handling of  
12 flights and passengers at San Francisco International Airport; and

13 WHEREAS, By Airport Commission Resolution No. 12-0064 and Board of Supervisor  
14 Resolution No. 313-12, adopted on March 20, 2012, and July 31, 2012, respectively, San  
15 Francisco Terminal Equipment Company, LLC ("SFOTEC") was awarded the International  
16 Terminal Equipment Maintenance and Operating Agreement (the "Agreement"), commencing  
17 July 1, 2012, and expiring June 30, 2021, in amount not to exceed \$18,000,000 for vendor  
18 services; and

19 WHEREAS, The Airport seeks to improve passenger wait times during peak operation  
20 hours and support U.S. Customs and Border Protection's ongoing initiatives to transform its  
21 operations by installing self-service Automated Passport Control ("APC") Kiosks to improve  
22 and streamline the process for arriving international passengers; and

23 WHEREAS, This new technology allows travelers to effectively complete the required  
24 travel documentation by electronically transmitting their passport and flight information,  
25 thereby increasing efficiency of passenger processing; and

1           WHEREAS, The Airport recognizes that key elements to implementing and making this  
2 new technology successful are customer service assistance and passenger facilitation; and

3           WHEREAS, By Resolution No. 15-0006 adopted January 20, 2015, the Airport  
4 Commission approved Modification No. 1 to the Agreement, which increased vendor services  
5 funding by \$3,000,000 to expand SFOTEC's existing Patron Assistance and Document  
6 Verification Services, under Section 8.03 of the Agreement, for a new total not to exceed  
7 amount of \$21,000,000 for the remainder of the Agreement term; and

8           WHEREAS, Modification No. 1 to the Agreement is on file with the Clerk of the Board  
9 of Supervisors in File No. 150213, and is hereby declared to be a part of this resolution as  
10 if set forth fully herein; now, therefore, be it

11           RESOLVED, That this Board of Supervisors hereby approves Modification No. 1 to  
12 International Terminal Equipment Maintenance and Operating Agreement No. 12-0064  
13 between San Francisco Terminal Equipment Company, LLC, and the City and County of San  
14 Francisco, acting by and through its Airport Commission, by increasing the vendor services  
15 funding by \$3,000,000 for a new total not to exceed amount of \$21,000,000; and, be it

16           FURTHER RESOLVED, That within 30 days of the Modification No. 1 being fully  
17 executed by all parties, the Airport Commission shall provide a copy of the final contract to the  
18 Clerk of the Board for inclusion into the official file.

**Item 2**  
**File 15-0213**

**Department:**  
San Francisco International Airport (Airport)

### EXECUTIVE SUMMARY

#### Legislative Objectives

- The proposed resolution would approve Modification No. 1 to the Airport's International Terminal Equipment Maintenance and Operating Agreement between the San Francisco Terminal Equipment Company, LLC (SFOTEC) and the City and County of San Francisco, acting by and through its Airport Commission.

#### Key Points

- The existing agreement includes a not-to-exceed amount of \$18,000,000 for expenditures incurred from July 1, 2012 through June 30, 2021.
- Under the existing contract, SFOTEC performs four functions including (i) maintain and operate Airport-owned equipment, (ii) maintain the Airport's integrated electronic system, (iii) perform network monitoring and helpdesk services; and (iv) provide patron assistance and document verification services as needed.
- The proposed \$3,000,000 increase requested in Modification No. 1 would be used to (1) increase mobility and other assistance to Airport passengers, and assist with document verification; and (2) staff Automated Passport Control self-service kiosks for the 16-month period from March 2015 through June 2016.

#### Fiscal Impact

- The requested \$3,000,000 increase, payable by the Airport to SFOTEC, consists of \$2,231,279 for Automated Passport Control kiosk services from March 2015 through June 2016 (see Table 3 below), and \$768,721 for increased passenger assistance and document verification services over the remaining term of the agreement from March 2015 through June 30, 2021.
- SFOTEC reimburses the Airport for any maintenance costs for SFOTEC use of Airport-owned equipment. To date, SFOTEC payments to the Airport of \$5,345,024 have exceeded Airport payments to SFOTEC of \$4,399,403 for the above-mentioned services by \$945,621.

#### Recommendation

- Approve the proposed resolution.

**MANDATE STATEMENT****Mandate Statement**

According to City Charter Section 9.118(b), City agreements with anticipated expenditures of \$10,000,000 or more, or amendments to such agreements with anticipated expenditures of more than \$500,000 are subject to approval by the Board of Supervisors.

**BACKGROUND**

On July 31, 2012, the Board of Supervisors retroactively approved a nine-year International Terminal Equipment Maintenance and Operating Agreement (File 12-0064) between the San Francisco Terminal Equipment Company, LLC (SFOTEC) and the San Francisco International Airport (Airport) for an amount not-to-exceed \$18,000,000, from July 1, 2012 through June 30, 2021, with one option to extend for a period of one year (Res. No. 313-12).

Under the existing agreement, SFOTEC operates and maintains Airport-owned equipment on behalf of the airlines, in accordance with the Lease and Use Agreement between the Airport and the airlines. SFOTEC performs the following function independently or engages one or more approved SFOTEC vendors or operators:

- (a) **Maintenance of Airport-owned Equipment:** SFOTEC maintains, repairs, refurbishes, and replaces Airport-owned equipment for use by the airlines. The equipment owned by the Airport includes aircraft guidance/docking systems, baggage handling systems, baggage claim carousels, passenger boarding bridges, and other aircraft and airline support systems. Under this agreement, SFOTEC reimburses the Airport for any costs incurred by the Airport for the operation, use, and maintenance of the equipment including utilities, custodial services, and internet infrastructure charges.

SFOTEC also provides:

- (a) **Integrated Electronic Systems Services:** SFOTEC provides maintenance services for the Airport's Integrated Electronic Systems used by the Airport and the airlines, at the Airport's request. The Airport pays SFOTEC for the Airport's share of actual costs incurred by SFOTEC for such services.
- (b) **Network Monitoring and HelpDesk Services:** SFOTEC provides network monitoring services for the Airport's local area network (LAN) and wide area network (WAN) using tools from the Airport Information Technology and Telecommunications Network Operations Center. The Airport pays SFOTEC for providing helpdesk services, including answering calls and routing calls to the appropriate service provider for problem resolution.
- (c) **Patron Assistance and Document Verification Services as Needed:** The Airport may also request SFOTEC to provide additional services on an as-needed basis including (i) Patron Assistance services, and (ii) Document Verification services.

Under the existing agreement, the Airport pays SFOTEC for services not-to-exceed \$18,000,000 for the nine-year term from July 1, 2012 to June 30, 2021. For the first two years and seven months of the agreement from July 1, 2012 through January 31, 2015, the Airport has paid SFOTEC \$4,399,403, as shown in Table 1 below.

**Table 1. Actual Airport Payments to SFOTEC, July 1, 2012 through January 31, 2015**

	FY2012 -13	FY 2013-14	FY 2014-15*	Total
Actual Airport Expenditures for SFOTEC Services				
Integrated Electronic Systems Services	\$ 1,221,603	\$ 1,269,936	\$ 777,755	\$ 3,269,294
Network Monitoring and HelpDesk Services	331,159	433,000	217,000	981,159
Patron Assistance and Document Verification Services	53,250	57,350	38,350	148,950
<b>Total</b>	<b>\$ 1,606,012</b>	<b>\$ 1,760,286</b>	<b>\$ 1,033,105</b>	<b>\$ 4,399,403</b>

Source: Airport Staff (Airport Accounting).

\*Fiscal Year 2014-2015 includes actual expenditures from July 1, 2014 through January 31, 2015.

As noted above, under this agreement, SFOTEC reimburses the Airport for any costs incurred by the Airport for the operation, use, and maintenance of Airport-owned equipment, including aircraft guidance/docking systems, baggage handling systems, baggage claim carousels, passenger boarding bridges, and other aircraft and airline support systems. For the first two years and seven months of the agreement from July 1, 2012 through January 31, 2015, the SFOTEC has paid the Airport \$5,345,024, as shown in Table 2 below.

**Table 2. Actual SFOTEC Payments to the Airport, July 1, 2012 through January 31, 2015**

	FY2012 -13	FY 2013-14	FY 2014-15**	Total
Actual SFOTEC Payments to Airport*				
Electricity charges*	\$ 1,563,811	\$ 2,001,091	\$ 1,278,854	\$ 4,843,755
water Sewer charges*	86,612	98,607	65,769	250,989
Custodial Fees*	78,000	85,000	52,500	215,500
ITT/Telecom charges*	13,388	13,556	7,837	34,780
<b>Total</b>	<b>\$ 1,741,811</b>	<b>\$ 2,198,254</b>	<b>\$ 1,404,959</b>	<b>\$ 5,345,024</b>

Source: Airport Staff (Airport Accounting).

\*SFOTEC made payments to the Airport for actual costs incurred for the maintenance and operation of Airport-owned equipment in the International Terminal, as outlined in the Agreement.

SFOTEC payments to the Airport of \$5,345,024 exceeded Airport payments to SFOTEC of \$4,399,403 by \$945,621.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve Modification No. 1 to the Airport’s International Terminal Equipment Maintenance and Operating Agreement between the San Francisco Terminal Equipment Company, LLC and the City and County of San Francisco, acting by and through its Airport Commission. Modification No. 1 would increase the not-to-exceed amount by \$3,000,000, payable by the Airport to the San Francisco Terminal Equipment Company, LLC (SFOTEC) from the existing \$18,000,000 to a not-to-exceed amount of \$21,000,000 for the additional services described in table 2 below.

**Table 2. Key Changes in Terms of Agreement Proposed in Modification No. 1**

Increase in Maximum Total Compensation to SFOTEC over Nine-Year Agreement period	\$3,000,000; increasing the agreement not-to-exceed amount from \$18,000,000 to \$21,000,000
Automated Passport Control (APC) Kiosk Services	APC Services include verifying documentation, facilitating the queue traffic, and providing customer service assistance.

Source: Modification No. 1 of the International Terminal Equipment Maintenance and Operating Agreement between the San Francisco Terminal Equipment Company, LLC and the City and County of San Francisco, issued on January 20, 2015.

The increase of \$3,000,000 in the agreement not-to-exceed amount is to (1) increase mobility and other assistance to Airport passengers, and assist with document verification (\$768,721); and (2) staff Automated Passport Control self-service kiosks for the 16-month period from March 2015 through June 2016 (\$2,231,279). Ms. Cathy Widener, Airport Manager of Government Affairs, advised that the Airport has already acquired the Automated Passport Control self-service kiosks and now plans to request additional staff to provide guidance to international passengers on how to most efficiently use this new technology using its FY 2015-16 budget. According to Ms. Widener, a higher level of customer service assistance is essential to optimize the effectiveness of the Automated Passport Control self-service kiosks in reducing wait times.

The Airport plans to issue a Request for Proposals (RFP) in June 2015 to select a vendor to provide passenger assistance to the Automated Passport Control Kiosk Program. The Airport plans to select a vendor and implement the new five-year Automated Passport Control Program contract by June 2016. According to Ms. Widener, the Airport expects that the RFP will take approximately 12 months, as they identify, assess, and award a qualified vendor to perform the necessary functions for the Automated Passport Control program.

**FISCAL IMPACT**

The increase of \$3,000,000, payable by the Airport to San Francisco Terminal Equipment Company, LLC (SFOTEC) from the not-to-exceed amount of \$18,000,000 under the existing agreement to a not-to-exceed \$21,000,000 under the proposed modified agreement, consists of \$2,231,279 for Automated Passport Control kiosk services from March 2015 through June 2016 (see Table 3 below), and \$768,721 for increased passenger assistance and document verification services over the remaining term of the agreement from March 2015 through June 30, 2021.

**Table 3. Projected Expenditures for Automated Passport Control Kiosk  
Customer Service Assistance**

Staffing <sup>a</sup>	Fiscal Year 2014-15 <sup>b</sup>			Fiscal Year 2015-16			Total
	Total Hours	Hourly Rate	Total	Total Hours	Hourly Rate	Total	
Lead Staff	2,178	23.51	\$ 51,205	6,570	24.22	\$ 159,095	\$ 210,299
Relief Staff	3,509	23.01	80,742	10,585	23.70	250,868	331,610
Line Staff	15,730	23.01	361,947	47,450	23.70	1,124,579	1,486,527
<i>Subtotal</i>	<i>21,417</i>		<i>\$ 493,894</i>	<i>64,605</i>		<i>\$ 1,534,541</i>	<i>\$ 2,028,436</i>
Contingency (10%)			49,389			153,454	202,844
<b>Total</b>	<b>21,417</b>		<b>\$ 543,284</b>	<b>64,605</b>		<b>\$ 1,687,996</b>	<b>\$ 2,231,279</b>

Source: Airport Staff.

a/ "Line staff" direct passengers and offer customer service, while "relief staff" are assigned shifts during lunch breaks and any other scheduled breaks "Lead staff" oversee line staff and operations during the assigned shift.

b/ Expenditures for fiscal year 2014-2015 cover the March 1, 2015 through June 30, 2015 period.

Under the modification to the existing agreement between the Airport and SFOTEC, SFOTEC will provide increased passenger assistance and document verification services, for an increased agreement amount of \$768,721 for the remaining six years and three months of the agreement through June 30, 2016, or an average increase of \$122,995 per year. According to Ms. Widener, the increase is necessary to provide services to the increased number of Airport passengers, which increased by 3.2 percent from FY 2012-13 to FY 2013-14 and is expected to increase by an additional 3.1 percent from FY 2013-14 to FY 2014-15.

**RECOMMENDATION**

Approve the proposed resolution.





RECEIVED  
San Francisco International Airport SUPERVISORS  
SAN FRANCISCO

February 27, 2015

2015 FEB 24 PM 1:25

Ms. Angela Calvillo  
Clerk of the Board  
Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Subject: Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 between San Francisco Terminal Equipment Company, LLC and the City and County of San Francisco, acting by and through its Airport Commission

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisors' approval Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 ("Agreement") and the City and County of San Francisco, acting by and through its Airport Commission and San Francisco Terminal Equipment Company, LLC ("SFOTEC").

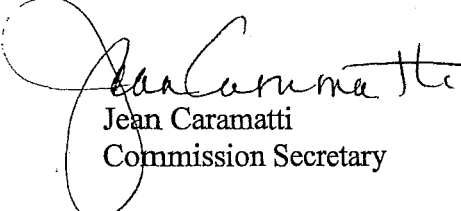
This Modification No. 1 increases the total funding by \$3,000,000 for vendor services to support the Airport Patron Assistance and Document Verification Services for a new total not to exceed amount of \$21,000,000 for the remainder of the Agreement Term.

The following is a list of accompanying documents (five sets):

- Board of Supervisors Resolution;
- Ethics Forms SFEC-126;
- Approved Airport Commission Resolution No. 15-0006 and accompanying Director's Memorandum; and
- A copy of Agreement Modification No. 1 approved as to form by the City Attorney's Office.

You may contact Teresa Rivor of Airport Aviation Management, at (650) 821-4525, regarding this matter.

Very truly yours,

  
Jean Caramatti  
Commission Secretary

Enclosures

cc: Teresa Rivor, Aviation Management

150213

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN  
AIRPORT DIRECTOR

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AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 15-0006

APPROVAL OF MODIFICATION NO. 1 TO INTERNATIONAL TERMINAL EQUIPMENT MAINTENANCE AND OPERATING AGREEMENT NO. 12-0064 WITH SAN FRANCISCO TERMINAL EQUIPMENT COMPANY, LLC

- WHEREAS, on March 20, 2012, by Resolution No. 12-0064, the Airport Commission (the "Commission") awarded International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 (the "Agreement") to San Francisco Terminal Equipment Company, LLC ("SFOTEC") commencing July 1, 2012 and expiring June 30, 2021; and
- WHEREAS, on July 31, 2012, by Resolution No. 313-12, the Board of Supervisors approved the Agreement for an amount not to exceed \$18,000,000; and
- WHEREAS, the Airport seeks to improve passenger wait times during peak operational hours and support Customs and Border Protection's (CBP) ongoing initiatives to transform its operations into a more efficient and streamlined process for arriving international passengers; and
- WHEREAS, the self-service Automated Passport Control ("APC") Kiosks will serve to improve the international passengers' experience at their first point of entry into the United States; and
- WHEREAS, this new technology allows travelers to effectively complete required travel documentation electronically that transmits their passport and flight information thereby increasing efficiency of passenger processing; and
- WHEREAS, the Airport recognizes a key element to implement and make this new technology successful is customer service assistance and passenger facilitation; and
- WHEREAS, the addition of the APC Kiosks will expand SFOTEC's existing Patron Assistance and Document Verification Services, under Section 8.03 of the Agreement, to include the Federal Inspection Services (FIS) areas; and
- WHEREAS, staff desires to modify the Agreement to increase funding for Patron Assistance and Document Verification Services from \$350,000 to \$3,350,000 to support the APC Kiosk Customer Service Assistance, Document Verification and Queue Management Services; and
- WHEREAS, staff desires to modify the Agreement with a total not to exceed amount of \$21,000,000; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 15-0006

WHEREAS, SFOTEC will contract a firm to perform the services required by the City under the proposed Modification; and, therefore, be it

RESOLVED, that the Airport Commission hereby approves and authorizes the Airport Director to execute Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 with San Francisco Terminal Equipment Company, LLC; and, be it further

RESOLVED, that the Commission Secretary is hereby directed to request approval of the Modification of the Agreement by resolution of the Board of Supervisors pursuant to Section 9.118 of the Charter of the City and County of San Francisco.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of* \_\_\_\_\_

**JAN 20 2015**

675

*Jean Carra Matti*



San Francisco International Airport

MEMORANDUM

January 13, 2015

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard Guggenheimer  
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 with San Francisco Terminal Equipment Company, LLC

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 1 TO INTERNATIONAL TERMINAL EQUIPMENT MAINTENANCE AND OPERATING AGREEMENT NO. 12-0064 WITH SAN FRANCISCO TERMINAL EQUIPMENT COMPANY, LLC

Executive Summary

Staff seeks the Airport Commission's ("Commission") approval of Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 (the "Agreement") with San Francisco Terminal Equipment Company, LLC ("SFOTEC") to increase "Patron Assistance and Document Verification Services" funding by \$3,000,000, for the remainder of the Agreement Term, which expires June 30, 2021, to effectively implement the self-service Automated Passport Control ("APC") Kiosks and other related patron assistance and document verification services that may be required by the Commission.

Background

SFOTEC is a limited liability company formed in 1998 by Air Carriers to maintain, operate, and use Airport-owned equipment ("Equipment") for the handling of flights and passengers in the International Terminal ("IT").

The 2011 Lease and Use Agreement, which commenced July 1, 2011, authorized IT Air Carriers to select a "Terminal Company" to carry out their contractual responsibilities regarding the use, maintenance, and operation of Airport-owned equipment. The Air Carriers selected SFOTEC as

THIS PRINT COVERS CALENDAR ITEM NO. 5

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE      LARRY MAZZOLA      LINDA S. CRAYTON      ELEANOR JOHNS      RICHARD J. GUGGENHIME      PETER A. STERN      JOHN L. MARTIN  
MAYOR      PRESIDENT      VICE PRESIDENT      AIRPORT DIRECTOR

their desired Terminal Company, leading the Airport to commence negotiations with SFOTEC. Following negotiations, the Commission awarded the Agreement to SFOTEC on March 20, 2012, by Resolution No. 12-0064, commencing on July 1, 2012 and expiring on June 30, 2021. The Agreement was subsequently approved by the Board of Supervisors, by Resolution No. 313-12 adopted on July 31, 2012, retroactively to July 1, 2012, for an amount not to exceed \$18,000,000.

### Proposal

The Airport seeks to improve passenger wait times during peak operational hours and support Customs and Border Protection's (CBP) ongoing initiatives to transform its operations into a more efficient and streamlined process for arriving international passengers. New technology, along with customer service assistance, allows travelers to effectively complete required travel documentation electronically, including passport and flight information, which increases the efficiency of passenger processing. The APC Kiosks serve to improve the international passengers' experience at their first point of entry into the United States.

Modification No. 1 increases the funding for Airport patrons with special needs, such as mobility and other assistance, to transition between various Airport locations. Document verification and validation services at the Federal Inspection Services (FIS) area will expand SFOTEC's Patron Assistance and Document Verification Services to effectively implement this service at San Francisco International Airport. Staff proposes increasing funding for this section from \$350,000 to \$3,350,000.

The Airport anticipates full implementation of the APC Kiosks in early 2015. The increased funding for Patron Assistance and Document Verification Services will allow staff time to initiate a future Request for Proposal (RFP) and contract for these services.

### Recommendation

I recommend adoption of the accompanying Resolution approving Modification No. 1 to International Terminal Equipment Maintenance and Operating Agreement No. 12-0064 with San Francisco Terminal Equipment Company, LLC, to increase Patron Assistance and Document Verification Services funding by \$3,000,000, with a total amount not to exceed \$21,000,000 for the remainder of the Agreement Term, which expires June 30, 2021.



John L. Martin  
Airport Director

Prepared by: Leo Fermin  
Chief Business and Finance Officer

Attachment

**City and County of San Francisco  
Airport Commission  
P.O. Box 8097  
San Francisco, California 94128**

**Modification No. 1**

This MODIFICATION (this "Modification") is made this 20<sup>th</sup> day of January, 2015, in San Francisco, California, by and between: San Francisco Terminal Equipment Company, LLC ("SFOTEC") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

**Recitals**

- A. Commission and SFOTEC have entered into the International Terminal Equipment Maintenance and Operating Agreement ("Agreement"); and
- B. On March 20, 2012, by Resolution No. 12-0064, the Commission awarded this Agreement to the SFOTEC for the period of July 1, 2012 through June 30, 2021; and
- C. On July 31, 2012, by Resolution No. 313-12, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- D. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4133-11/12 on June 18, 2012; and
- E. Commission and SFOTEC desire to modify the Agreement Article 8, Section 8.03 Patron Assistance and Document Verification Services on the terms and conditions set forth herein to include Automated Passport Control ("APC") Kiosk Customer Service Assistance, Document Verification and Queue Management Services ("APC Kiosk Services") and other related patron assistance and document verification services that may be required by the Commission; and
- F. On January 20, 2015, by Resolution No. 15-0006, the Commission approved this Modification this Agreement; and
- G. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- H. Approval for this Modification was obtained when the Department of Human Resources approved PSC No. 4133-11/12 on November 4, 2014; and
- I. Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and
- J. The SFOTEC represents and warrants that it is qualified to perform the services required by City under this Agreement.

Now, THEREFORE, the parties agree as follows:

**1. Definitions.** The following definitions shall apply to this Modification:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2012 between SFOTEC and City.

**b. Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

**2. Section 8.03. Patron Assistance and Document Verification Services** is hereby replaced in its entirety with a **New Section 8.03 Patron Assistance and Document Verification Services.**

**Section 8.03 Patron Assistance and Document Verification Services.**

(a) As anticipated by this Agreement, SFOTEC may engage one or more SFOTEC Vendors or Operators to provide staff and equipment to: (i) assist Airport patrons with special needs requiring mobility or other assistance to transition between the Terminal and Rental Car Center, remote parking facilities, or other Airport locations, and perform line (queue) management, patron direction, and other patron assistance duties as directed by SFO staff at security checkpoints ("Patron Assistance"), (ii) provide document verification and validation services at security checkpoints and other locations in the Terminal ("Document Verification Services"), (iii) provide kiosk customer service assistance, document verification and validation services, queue management in the Federal Inspection Service (FIS) area with APC Kiosks ("APC Kiosk Services") in support of Customs and Border Protection and (iv) other related patron assistance and document verification services that may be required by the Commission. As provided in Section 2.08, all such SFOTEC Vendors or Operators shall be subject to the prior approval of City. In some cases, it may be appropriate for (1) SFOTEC to perform Patron Assistance or Document Verification Services, including, for example, if the SFOTEC Vendor or Operator is a sole-source for the services, and (2) City to pay to SFOTEC all or a portion of the reasonable expenses associated with such Patron Assistance or Document Verification Services, as detailed in the attached Exhibits. Parties agree that the Exhibits may change during the Term of this Agreement.

(b) In the event City determines that it would be appropriate to have SFOTEC perform Patron Assistance or Document Verification Services, then the City and SFOTEC representatives shall "meet and confer" to determine the appropriate elements of the projected Patron Assistance and Document Verification Services Project Description, including the scope of work, schedules, deliverables, compensation structure including SFOTEC's costs, experience requirements, performance criteria, and, as may be required, a Project-Specific LBE Goal as defined on the Exhibits. The Project Description shall be deemed to be a part of this Agreement.

(c) SFOTEC shall not perform any such Patron Assistance or Document Verification Services unless and until it receives a written "notice to proceed" from the Director confirming that the Airport has received all appropriate approvals for such work. Following determination of the Project Description and issuance of the "notice to proceed" SFOTEC shall cause the Patron Assistance or Document Verification Services to be performed in accordance with the Project Description, including delivering the deliverables in accordance with the schedule(s), and City shall compensate SFOTEC as provided in this Article 8 and the Exhibits.

(d) Following determination of the Project Description and issuance of the "notice to proceed" SFOTEC shall cause the APC Kiosk Services to be performed in accordance with the Project

Description, including delivering the deliverables in accordance with the schedule(s), and City shall compensate SFOTEC as provided in this Article 8 and the Exhibits.

(e) Following the Effective Date and upon the Director's issuance of a notice to proceed, City and SFOTEC hereby agree that SFOTEC shall perform the services described in the Project Description and as provided in this Article 8 and the Exhibits.

(f) City reserves the right to perform any and all services using City employees and/or other vendors in accordance with terms and/or termination processes contained in the Exhibits.

3. **Section 8.04. Not-to-Exceed Amount** is hereby amended to increase the total compensation payable by an amount not to exceed Three Million Dollars (\$3,000,000) for a new total not to exceed amount of Twenty One Million Dollars (\$21,000,000).

4. **Exhibit J, Section XVII. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with **Exhibit J, New Section XVII. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

**XVII. Consideration of Criminal History in Hiring and Employment Decisions.**

A. SFOTEC agrees to comply fully with and be bound by all of the provisions of Chapter 12T "SFOTEC/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca). A partial listing of some of SFOTEC's obligations under Chapter 12T is set forth in this Section. SFOTEC is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

B. The requirements of Chapter 12T shall only apply to the SFOTEC's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

i) Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the SFOTEC to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

C. SFOTEC shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. SFOTEC's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

D. SFOTEC or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for



employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

E. SFOTEC or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. SFOTEC or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

F. SFOTEC or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the SFOTEC or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

G. SFOTEC and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the SFOTEC or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

H. SFOTEC understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**5. Exhibit N – Patron Assistance and Document Verification Services is hereby replaced in its entirety with the New Exhibit N-1 and Exhibit N-1 Appendix A-1 appended to the end of this Modification.**

**6. Effective Date.** Each of the modifications set forth shall be effective on and after the date on which the following conditions have been satisfied: (a) each party shall have executed two duplicate originals of this Agreement and provided the other party with a fully-executed original of the same; (b) the Commission, the Board and the Mayor, each acting in their sole and absolute discretion, shall have approved this Agreement and SFOTEC shall have received evidence of the same; (c) SFOTEC shall have obtained all necessary and appropriate corporate authorizations of this Agreement, and City shall have received evidence of the same; and (d) the Controller has certified to the availability of funds and SFOTEC has been notified in writing.

**7. Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, SFOTEC and City have executed this Modification as of the date first referenced above.

<p><b>CITY</b> CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation acting by and through its AIRPORT COMMISSION</p> <p>By: _____ John L. Martin <i>lf</i> Airport Director</p> <p>Attest:</p> <p>By: _____ Jean Caramatti, Secretary Airport Commission</p> <p>Resolution No: 15-0006</p> <p>Adopted on: January 20, 2015</p> <p>APPROVED AS TO FORM: Dennis J. Herrera City Attorney</p> <p>By: <i>Constance Menefee</i> Constance Menefee Deputy City Attorney</p>	<p><b>SFOTEC</b> SAN FRANCISCO TERMINAL EQUIPMENT COMPANY, LLC a Delaware limited liability corporation</p> <p>By: _____ <i>Eric Starks</i> Eric Starks Airline Chair</p> <p>SFO Terminal Equipment Company LLC Company Name</p> <p>54435 City Vendor Number</p> <p>P.O. Box 250400 Address</p> <p>San Francisco, CA 94128-0400 City, State, ZIP</p> <p>(650) 821 - 0401 Telephone Number</p>
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## EXHIBIT N-1

### PATRON ASSISTANCE AND DOCUMENT VERIFICATION SERVICES

#### 1) Description of Services

SFOTEC will provide staff and equipment to assist patrons and verify the validity of identification documents and/or other media presented by patrons and/or employees at the San Francisco International Airport, as more fully described below in Scope of Work. SFOTEC agrees to perform these services directly or through an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement.

#### 2) Scope of Work

- a) SFOTEC shall provide assistance for patrons with special needs requiring mobility or other assistance in transitioning between the Terminal and Rental Car Center, remote parking facilities, or other airport facilities outside of an Air Carrier's duty to provide such service. Such assistance shall include, but not be limited to, providing a wheelchair or other required mode of transportation in good and working condition and of adequate size to safely and comfortably accommodate the patron, a trained attendant to propel the wheelchair and assist the patron as needed, and assistance with the patron's baggage if required. Assistance shall also be provided by a trained escort for patrons with special needs other than mobility assistance.
- b) SFOTEC shall provide staff to perform line (queue) management, patron direction, and other patron assistance duties as directed by SFO staff at security checkpoints and other locations throughout the Terminal. SFO shall request these services on an as and when needed basis. The Scope of Work defined in sections 2(a) and 2(b) above are hereinafter referred to as "Patron Assistance".
- c) SFOTEC shall provide document verification and validation services at security checkpoints and other locations in the Terminal. These services shall include, but not be limited to, verification that documents presented by patrons and employees reasonably appear to match the identity of the presenter and, in the case of SFO-issued Airport Identification Badges, validation of each badge by cross referencing against an SFO provided list of invalid badges. SFO shall request these services on an as and when needed basis. The Scope of Work defined in section 2(c) above is hereinafter referred to as "Document Verification Services".
- d) SFOTEC shall provide Automated Passport Control (APC) Kiosk Services document verification services in the Federal Inspection Service area of the International Terminal. These services shall include, but not be limited to, kiosk customer service, verification of kiosk documents presented by patrons, queue management assistance, language skills, etc. SFO shall request these services on an as and when needed basis. i) Airport Badging - Each kiosk staff person must have an Airport approved badge with a red Customs Seal, ii) Queue Management - Opening/closing stanchions lanes, directing passengers to appropriate lanes/kiosks, holding line for next available kiosk, etc., iii) Kiosk Support - Reload receipt printer paper stock into the kiosks. The paper stock and loading process are similar to the printers used in retail cash registers, iv) Kiosk Operations - Ensure kiosks are clean and ready for use: i.e. paper loaded, wiping down screens and fingerprint scanners, contacting the Airport's Help Desk for equipment outages, etc., v) Kiosks Transaction - When requested by a passenger, the kiosk assistant will provide direction on kiosks functions such as starting the transaction, properly placing the passport into the scanner or positioning of the fingers for fingerprint scanning. Kiosks assistants are prohibited from answering CBP law enforcement related questions of any kind, vi) Document Verification - Each kiosk prints a receipt at the end of the transaction. If the receipt has a large "X" on it, the passenger is referred

to the triage lane leading to the normal immigration booths. If the receipt does not have an "X", the passenger is directed to enter the "OK" lanes leading to the CBP Officers at the mobile podiums located at the passport area exits. The Scope of Work defined in section 2(d) above is hereinafter referred to as "APC Kiosk Services".

SFOTEC shall provide APC Kiosk Assistants at the following locations: i) One assistant to direct passengers at the entrance of the kiosk area to appropriate kiosk (US vs Visitor, and hold line for next available kiosk), ii) One assistant to assist US Citizens with kiosk operations, iii) One assistant to assist Visitors with kiosk operations, iv) Two assistants at the kiosk area exits to do document verification of the kiosk receipts. During lighter periods of traffic, one person could cover both ii) and iii), and one person could cover iv). The anticipated number of assistants may vary depending on flight activities and the number of arriving international passengers. The Airport will work with SFOTEC to request revised staffing.

### **3) Hours of Service**

- a) SFOTEC shall provide Patron Assistance and Document Verification Services 7 days per week for 365 days per year. Required hours of service shall be 0600 to 0100 hours.
- b) Patron Assistance shall be provided outside of the above required hours of service by prior arrangement, if requested by the Airport. Overtime rates may apply.
- c) Document Verification and Validation Services may be requested by the Airport at any time (24 hours/day). Outside of the required hours of service, overtime rates may apply.
- d) APC Kiosk Services may be requested by the Airport at any time (24 hours/day). The normal FIS operational hours will likely be 0730 to 2230 on G-side and 0630 to 0130 on A-side. Outside of the required hours of service, overtime rates may apply.
- e) All times stated in this Agreement shall reference "Pacific Time".

### **4) Coordination with SFO**

- a) All requests for SFOTEC services for patrons with special needs (Section 2(a) above) shall be routed to SFOTEC or an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement, and as agreed upon by the parties. SFOTEC or an SFOTEC Vendor or Operator shall receive and record all requests for service and dispatch the resources required.
- b) All requests for SFOTEC line (queue) management, patron direction, and other patron assistance duties (Section 2(b) above), Document Verification Services or APC Kiosk Services shall be routed to SFOTEC or an SFOTEC Vendor or Operator pursuant to Section 2.08 of the Agreement, and as agreed upon by the parties. Only SFO Operations and Security Division staff are authorized to initiate requests for these services. SFOTEC or an SFOTEC Vendor or Operator shall receive and record all requests for service and dispatch the resources required.

### **5) Service Levels**

- a) The service levels stated herein define the minimum standards required of SFOTEC to perform the Scope of Work described above. These service levels may be modified by mutual agreement of the parties in writing.
- b) SFOTEC shall meet or exceed the following service levels:
  - i) During required service hours (0600 - 0100), all requested services shall be started no later than ten (10) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.

- ii) Outside of required service hours (0101 - 0559) all requests for Patron Assistance services shall be started no more than ten (10) minutes after the service request was received by SFOTEC, provided however that advance arrangements were made and SFOTEC or an SFOTEC Vendor or Operator agreed to provide said service at the time requested. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.
- iii) Outside of required service hours (0101 - 0559), all requests for Document Verification Services shall be started within thirty (30) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.
- iv) Outside of required service hours (0101 - 0559), all requests for APC Kiosk Services shall be started within thirty (30) minutes after the service request was received by SFOTEC. Services are considered "started" when all necessary resources are at the requested location and ready to provide service.

**6) Department Liaison**

In performing the services described in this Exhibit, SFOTEC's liaison with the City will be the Director - Airport Services, or his or her designee.

## EXHIBIT N-1 - APPENDIX A-1

### Calculation of Charges

SFOTEC shall provide an invoice of current charges to SFO each month of the agreement. Copies of all vendors' invoices for costs which SFOTEC is seeking reimbursement for from SFO shall be attached to SFOTEC's invoice. Rates for each category of service shall be agreed upon by the parties annually and included on each invoice. Charges shall be calculated and detailed on SFOTEC's invoice as follows:

#### 1) Patron Assistance – Mobility Charges

- a) The monthly invoice shall include a line item for "Patron Assistance – Mobility Charges". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), locations to and from, full description of services provided including number of staff used, and name of party receiving service.

#### 2) Patron Assistance – Line Management, Patron Direction, and Other Patron Assistance

- a) The monthly invoice shall include a line item for "Patron Assistance – Line Management, Patron Direction, and Other Patron Assistance Charges". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 3) Document Verification and Validation Services

- a) The monthly invoice shall include a line item for "Document Verification and Validation Services". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 4) APC Kiosk Services

- a) The monthly invoice shall include a line item for "APC Kiosk Services". The itemized charges assessed by SFOTEC and/or their designated vendors shall be included on the invoice.
- b) Supporting documentation shall include, for each service request, at minimum: Vendors' name, date and time(s) call received and service provided (start-end), location where service was provided, full description of services provided including number of staff used, and name of Airport Operations and Security staff member requesting service.

#### 5) Total Amount This Invoice

The monthly invoice shall include a line item indicating the total amount of the invoice, which shall be the sum of each of the three invoice line items.

**EXHIBIT N-1 - APPENDIX A-1**

**Calculation of Charges**

- 6) **Not-to-Exceed Amount for Patron Assistance and Document Verification Services**
- a) In no event shall the amount the City is obligated to pay for these Patron Assistance and Document Verification Services exceed Three Million Three Hundred and Fifty Thousand Dollars (\$3,350,000).

**INTERNATIONAL TERMINAL  
EQUIPMENT  
MAINTENANCE AND OPERATING AGREEMENT  
SAN FRANCISCO INTERNATIONAL AIRPORT**

**By and between**

**Airport Commission of the  
City and County of San Francisco**

**and**

**San Francisco Terminal Equipment Company, LLC,  
a Delaware Limited Liability Company**

Mayor Edwin M. Lee

AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenheimer  
Hon. Peter A. Sterns

John L. Martin  
Airport Director

July 1, 2012

\*\* Complete copy of document is  
located in

File No. 120752

Agreement No. \_\_\_\_\_



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\*\* Complete y of document is located in

File No. 120452

**SAN FRANCISCO INTERNATIONAL AIRPORT  
INTERNATIONAL TERMINAL  
EQUIPMENT MAINTENANCE AND OPERATING AGREEMENT**

THIS INTERNATIONAL TERMINAL EQUIPMENT MAINTENANCE AND OPERATING AGREEMENT ("**Agreement**"), dated as of \_\_\_\_\_, 2012, is made and entered into by and between the CITY AND COUNTY OF SAN FRANCISCO ("**City**"), a municipal corporation acting by and through its Airport Commission ("**Commission**"), and San Francisco Terminal Equipment Company, LLC, a Delaware limited liability company ("**SFOTEC**").

**RECITALS**

A. WHEREAS, The City, acting by and through its Commission, owns and operates the International and Domestic Terminals ("**Terminal**") at San Francisco International Airport ("**Airport**") and has the power to grant rights and privileges with respect thereto; and

B. WHEREAS, City owns certain equipment and systems serving the Terminal; and

C. WHEREAS, SFOTEC represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

D. WHEREAS, SFOTEC (defined in Article 1) is comprised of Air Carriers (defined in Article 1) as its members. SFOTEC is also the Terminal Company (defined in Article 1) designated by each Air Carrier, under the Lease & Use Agreement (defined in Article 1) or the Airline Operating and Space Permit, to perform those obligations and responsibilities arising out of the Air Carriers' use of Joint Use Space (defined in Article 1) and Equipment (defined in Article 1) in the International Terminal. As the Terminal Company, SFOTEC assumes all responsibilities, duties, and obligations of these Air Carriers, as set forth in the Lease and Use Agreement and Airline Operating and Space Permit, regarding the Air Carriers' use of the Joint Use Space and Equipment in the International Terminal; and

E. WHEREAS, SFOTEC desires to obtain from City, and City desires to grant to SFOTEC, the right to maintain, operate, and use the City-owned equipment and systems, defined as the "**Equipment**", below, on the terms and conditions of this Agreement; and

F. WHEREAS, Other portions of the City-owned equipment and systems, defined below as the "**Integrated Electronic Systems**," are integrated with the Equipment and/or the Company Property. The parties anticipate that in certain limited situations, it will be practical and appropriate for SFOTEC to perform, directly or through the SFOTEC Vendors or Operators (as defined in Article 1), certain services on the Integrated Electronic Systems, with the cost thereof to be borne or shared by City; and

G. WHEREAS, Commission awarded this contract to SFOTEC on March 20, 2012, pursuant to: Resolution No. 12-0064, and the Board of Supervisors approved the contract on \_\_\_\_\_ pursuant to Resolution No. \_\_\_\_\_; and

H. WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number \_\_\_\_\_ on \_\_\_\_\_;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. DEFINITIONS; INTERPRETATION**

**1.01. Definitions.** The following terms and phrases shall have the following meanings for purposes of this Agreement:

(a) "**Additional Equipment**" means any equipment and/or systems required to meet new customer service or technology requirements in order to maintain SFO's International



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